

RETURN TO EPA, - P. 2 - 2

SFUND RECORDS CTR

2166310

U.S. ENVIRONMENTAL PROTECTION AGENCY
EPA ASSISTANCE AGREEMENT/AMENDMENT
PART I - ASSISTANCE NOTIFICATION INFORMATION

1. ASSISTANCE ID NO. V-009414-02-0	2. LOG NUMBER IX-V-4
3. DATE OF AWARD 13 JUL 1987	4. MAILING DATE 20 JUL 1987

5. AGREEMENT TYPE		6. PAYMENT METHOD	
Cooperative Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/> Advance	<input type="checkbox"/> Reimbursement
Grant Agreement		<input checked="" type="checkbox"/> Letter of Credit	
Assistance Amendment		Send Payment Request To: N/A	7. TYPE OF ACTION New

8. RECIPIENT	9. PAYEE

EIN NO. 85-6000736	CONGRESSIONAL DISTRICT 25	10. RECIPIENT TYPE City
11. PROJECT MANAGER AND TELEPHONE NO. Walter W. Hoyer Engineer of Design (214) 481-6150		12. CONSULTANT (WWT Construction Grants Only) N/A

13. ISSUING OFFICE (City/State) EPA, Region 9 215 Fremont Street San Francisco, CA 94105	14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO. Patti Cleary Environmental Scientist (415) 974-8015
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15. EPA CONGRESSIONAL LIAISON & TEL. NO. Pat Gaskins 382-5184	16. STATE APPL ID (Clearinghouse) 87062004	17. FIELD OF SCIENCE N/A	18. PROJECT STEP (WWT CG Only) N/A
19. STATUTORY AUTHORITY P.L. 96-510	20. REGULATORY AUTHORITY 40 CFR Parts 29, 30, 32, 33	21. STEP 2 + 3 & STEP 3 (WWT Construction Only)	
		a. Treatment Level	N/A
		b. Project Type	
		c. Treatment Process	
		d. Sludge Design	

22. PROJECT TITLE AND DESCRIPTION
Superfund Program. San Fernando Valley Groundwater Basin.
Remedial Investigation. Partial award of \$4,000,000 of total EPA approved assistance amount of \$7,608,696.

23. PROJECT LOCATION (Areas Impacted by Project)			
City/Place Los Angeles/San Fernando Valley	County Los Angeles	State CA	Congressional District 26
24. ASSISTANCE PROGRAM (CFDA Program No. & Title) 66.802 - Superfund	25. PROJECT PERIOD Date of Award - 02/27/89	26. BUDGET PERIOD Date of Award - 02/27/89	
27. COMMUNITY POPULATION (WWT CG Only) N/A	28. TOTAL BUDGET PERIOD COST \$7,608,696	29. TOTAL PROJECT PERIOD COST \$7,608,696	

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
30. EPA Amount This Action		4,000,000	
31. EPA In-Kind Amount			
32. Unexpended Prior Year Balance			
33. Other Federal Funds			
34. Recipient Contribution			
35. State Contribution			
36. Local Contribution			
37. Other Contribution			
38. Allowable Project Cost		4,000,000	

Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Debt Amount
TFAY9A	87	68-20X8145	L70073	7TFA09KL59	41.85	\$4,000,000

05 AUG 1987

PART II-APPROVED BUDGET

ASSISTANCE IDENTIFICATION NO. V-009414-02-0

TABLE A - OBJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL		\$ 725,392
2. FRINGE BENEFITS		480,773
3. TRAVEL		6,000
4. EQUIPMENT		-0-
5. SUPPLIES		18,050
6. CONTRACTUAL		5,820,946
7. CONSTRUCTION		-0-
8. OTHER		94,372
9. TOTAL DIRECT CHARGES		7,145,533
10. INDIRECT COSTS: RATE % BASE		463,163
11. TOTAL (Share: Recipient ____% Federal ____%)		7,608,696
12. TOTAL APPROVED ASSISTANCE AMOUNT		\$ 4,000,000
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
1.		
2.		
3.		
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9.		
10.		
11.		
12. TOTAL (Share: Recipient ____% Federal ____%)		
13. TOTAL APPROVED ASSISTANCE AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. ADMINISTRATION EXPENSE		
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES		
5. OTHER ARCHITECTURAL ENGINEERING FEES		
6. PROJECT INSPECTION FEES		
7. LAND DEVELOPMENT		
8. RELOCATION EXPENSES		
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES		
10. DEMOLITION AND REMOVAL		
11. CONSTRUCTION AND PROJECT IMPROVEMENT		
12. EQUIPMENT		
13. MISCELLANEOUS		
14. TOTAL (Lines 1 thru 13)		
15. ESTIMATED INCOME (If applicable)		
16. NET PROJECT AMOUNT (Line 14 minus 15)		
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES		
19. TOTAL (Share: Recipient ____% Federal ____%)		
20. TOTAL APPROVED ASSISTANCE AMOUNT		\$

PART II:-AWARD CONDITIONS

a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFP Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

b. SPECIAL CONDITIONS

(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)

See Attachment A Special Conditions.

b. SPECIAL CONDITIONS (Continued)

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY

JUL 22 1987
BY Edward C. Farrell
EDWARD C. FARRELL
Chief Assistant City Attorney

PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the Department of Water and Power, City of Los Angeles

for --- % of all approved costs incurred up to and not exceeding \$ 4,000,000

for the support of approved budget period effort described in application (including all application modifications) for Federal Assistance - 02/19/87 included herein by reference.

DATE AND TITLE	
ISSUING OFFICE (Grants Administration Office)	AWARD APPROVAL OFFICE
ORGANIZATION/ADDRESS Office of Policy and Management EPA, Region 9 (P-2-2) 215 Fremont Street San Francisco, CA 94105	ORGANIZATION/ADDRESS Regional Administrator EPA, Region 9 215 Fremont Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL <u>John W. Use</u>	TYPED NAME AND TITLE JUDITH E. AYRES Regional Administrator	DATE 13 JUL 1987
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This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE <u>Paul H. Lane</u>	TYPED NAME AND TITLE PAUL H. LANE General Manager & Chief Engineer	DATE JUL 27 1987
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AMENDMENT 1

RETURN TO EPA, P-2-2

U.S. ENVIRONMENTAL PROTECTION AGENCY EPA ASSISTANCE AGREEMENT/AMENDMENT PART I - ASSISTANCE NOTIFICATION INFORMATION				1. ASSISTANCE ID NO. V-009414-02-1		2. LOG NUMBER IX-V- 5	
				3. DATE OF AWARD 06 AUG 1987		4. MAILING DATE 18 AUG 1987	
5. AGREEMENT TYPE				6. PAYMENT METHOD			
<input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant Agreement <input checked="" type="checkbox"/> Assistance Amendment				<input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Letter of Credit Send Payment Request To: N/A			
				7. TYPE OF ACTION Revision (Increase)			
RECIPIENT ORGANIZATION	8. RECIPIENT Department of Water and Power City of Los Angeles P.O. Box 111 Los Angeles, CA 90051			9. PAYEE SAME AS ITEM 8.			
	EIN NO. 85-6000736		CONGRESSIONAL DISTRICT 25		10. RECIPIENT TYPE City		
	11. PROJECT MANAGER AND TELEPHONE NO. Walter W. Hoyer Engineer of Design (214) 481-6150			12. CONSULTANT (WWT Construction Grants Only) N/A			
EPA CONTACT	13. ISSUING OFFICE (City/State) EPA, Region 9 215 Fremont Street San Francisco, CA 94105			14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO. Patti Cleary Environmental Scientist (415) 974-8015			
	15. EPA CONGRESSIONAL LIAISON & TEL. NO. Pat Gaskins 382-5184		16. STATE APPL ID (Clearinghouse) 87062005		17. FIELD OF SCIENCE N/A		18. PROJECT STEP (WWT CG Only) N/A
19. STATUTORY AUTHORITY P.L. 96-510			20. REGULATORY AUTHORITY 40 CFR Parts 29, 30, 32, 33		21. STEP 2 + 3 & STEP 3 (WWT Construction Only)		
					a. Treatment Level b. Project Type c. Treatment Process d. Sludge Design-		
22. PROJECT TITLE AND DESCRIPTION Superfund Program. San Fernando Valley Groundwater Basin. Remedial Action operable unit for construction of aeration treatment facility in Area 1. Total revised approved EPA assistance amount is \$10,585,515 (\$7,608,696 for RI activities, partial award of \$4,000,000 made to date, plus \$2,976,819 for RA activities for Operable Unit.)							
23. PROJECT LOCATION (Areas Impacted by Project)							
City/Place Los Angeles/San Fernando Valley			County Los Angeles		State CA		Congressional District 26
24. ASSISTANCE PROGRAM (CFDA Program No. & Title) 66.802 - Superfund			25. PROJECT PERIOD 07/13/87 - 02/27/89		26. BUDGET PERIOD 07/13/87 - 02/27/89		
27. COMMUNITY POPULATION (WWT CG Only) N/A			28. TOTAL BUDGET PERIOD COST \$11,971,366		29. TOTAL PROJECT PERIOD COST \$11,971,366		
FUNDS		FORMER AWARD		THIS ACTION		AMENDED TOTAL	
30. EPA Amount This Action		4,000,000		2,976,819		6,976,819	
31. EPA In-Kind Amount							
32. Unexpended Prior Year Balance							
33. Other Federal Funds							
34. Recipient Contribution				1,236,581		1,236,581	
35. State Contribution				149,270		149,270	
36. Local Contribution							
37. Other Contribution							
38. Allowable Project Cost		4,000,000		4,362,670		8,362,670	
39. FISCAL	Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deoblig. Amount
	TFAY9A	87	68-20X8145	R70018	7TFA9AKR59	41.85	\$2,976,819

PART II-APPROVED BUDGET

ASSISTANCE IDENTIFICATION NO.

V-009414-02-1

TABLE A - OBJECT CLASS CATEGORY (Non-construction)		TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL		\$ 725,392
2. FRINGE BENEFITS		480,773
3. TRAVEL		6,000
4. EQUIPMENT		-0-
5. SUPPLIES		18,050
6. CONTRACTUAL		6,444,521
7. CONSTRUCTION		1,492,700
8. OTHER		2,340,767
9. TOTAL DIRECT CHARGES		11,508,203
10. INDIRECT COSTS: RATE % BASE		463,163
11. TOTAL (Share: Recipient ____% Federal ____%)		11,971,366
12. TOTAL APPROVED ASSISTANCE AMOUNT		\$ 6,976,819
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)		
1.		
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11.		
12. TOTAL (Share: Recipient ____% Federal ____%)		
13. TOTAL APPROVED ASSISTANCE AMOUNT		\$
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)		
1. ADMINISTRATION EXPENSE		
2. PRELIMINARY EXPENSE		
3. LAND STRUCTURES, RIGHT-OF-WAY		
4. ARCHITECTURAL ENGINEERING BASIC FEES		
5. OTHER ARCHITECTURAL ENGINEERING FEES		
6. PROJECT INSPECTION FEES		
7. LAND DEVELOPMENT		
8. RELOCATION EXPENSES		
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES		
10. DEMOLITION AND REMOVAL		
11. CONSTRUCTION AND PROJECT IMPROVEMENT		
12. EQUIPMENT		
13. MISCELLANEOUS		
14. TOTAL (Lines 1 thru 13)		
15. ESTIMATED INCOME (If applicable)		
16. NET PROJECT AMOUNT (Line 14 minus 15)		
17. LESS: INELIGIBLE EXCLUSIONS		
18. ADD: CONTINGENCIES		
19. TOTAL (Share: Recipient ____% Federal ____%)		
20. TOTAL APPROVED ASSISTANCE AMOUNT		\$

PART III: AWARD CONDITIONS

a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFP Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

b. SPECIAL CONDITIONS

(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)

I. Special Condition Numbers 1-9, 11, 14, 16, 17, 19-23, 26-29 of the Remedial Investigation Cooperative Agreement, dated July 13, 1987, apply to this Remedial Action Amendment.

II. Article Numbers 4, 8, 10-17, 19-29 of the Three-Party Agreement between the United States Environmental Protection Agency (EPA), the Department of Water and Power of the City of Los Angeles (DWP) and the California Department of Health Services (DOHS) also apply to this Remedial Action Amendment and are incorporated as special conditions to this Amendment.

32. Site Safety Plan

DWP will be responsible for the development and implementation of a site plan for the site where remedial response is contemplated. This plan will be consistent with the requirements of the National Contingency Plan (NCP) and applicable Federal and State Safety standards and guidance. Each subagreement awarded under this Agreement must contain a condition that requires contractors and subcontractors to comply with the approved safety plan and all relevant Federal health and safety standards. No field work at a site shall occur until a safety plan for that site has been reviewed by EPA, for consistency with EPA requirements, and is finalized.

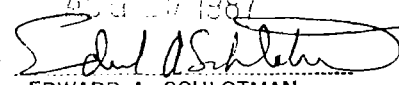
33. RD/RA Quarterly Reports

DWP agrees to include in its quarterly report any information on change orders and construction contingency fund expenditures. EPA has obligated \$2,976,819 for the project. \$135,700 is the amount for the construction contingency fund. DWP agrees to inform EPA, in its quarterly report, of the total expenditures from the contingency fund to date (dollars and percentage); total expenditures from the fund during the reporting period (dollars and percentage); unusual expenditures from the contingency fund during the reporting period, such as change orders exceeding 75 percent of the fund; and the balance remaining. DWP also agrees to inform EPA, to the best of its ability, at least one reporting period before additional funds are required in the contingency fund.

CONTINUED ON PAGE 5 OF 6

b. SPECIAL CONDITIONS (Continued)

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY

6 AUG 1987
BY 
EDWARD A. SCHLOTMAN
Assistant City Attorney

PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

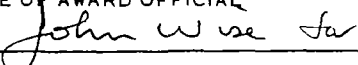
Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

OFFER AND ACCEPTANCE

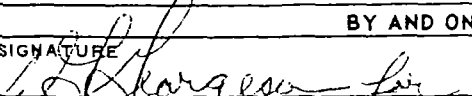
The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the Department of Water and Power, City of Los Angeles
for --- % of all approved costs incurred up to and not exceeding \$ 6,976,819
for the support of approved budget period effort described in application (including all application modifications) for Federal Assistance - 06/11/87 included herein by reference.

ISSUING OFFICE (Grants Administration Office)	AWARD APPROVAL OFFICE
ORGANIZATION/ADDRESS Office of Policy and Management EPA, Region 9 (P-2-2) 215 Fremont Street San Francisco, CA 94105	ORGANIZATION/ADDRESS Regional Administrator EPA, Region 9 215 Fremont Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL 	TYPED NAME AND TITLE JUDITH E. AYRES Regional Administrator	DATE 06 AUG 1987
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This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION		
SIGNATURE 	TYPED NAME AND TITLE PAUL H. LANE General Manager & Chief Engineer	DATE AUG 27 1987

AUTHORIZED BY RES

34. Off-Site Reporting

For any Federal fiscal year quarter in which off-site treatment, storage, or disposal takes place, DWP's quarterly report shall detail the following information: type and form of wastes; quantity of wastes; name, location and identification number of facility(ies) utilized; pretreatment of wastes before transportation and at the facility; final method of treatment or disposal; compliance status of the facility and summary of any State inspection reports prepared during the quarter; and, if wastes were landfilled, the disposal cell number or location and type of liner.

35. Resident Inspection

DWP shall provide, unless otherwise approved by EPA, full time resident inspection of construction activities to ensure, to the maximum extent practicable, compliance with the subagreement documents.

36. Construction Contingencies

EPA obligates \$2,976,819 to the remedial action project to be conducted at the San Fernando Area I Superfund site pursuant to this Cooperative Agreement. \$135,700 is the amount for the construction contingency fund. DWP agrees to conduct the necessary Superfund technical and administrative review to ensure consistency with the Statement of Work (SOW) for this Agreement and the Record of Decision for the site. DWP shall not authorize such changes until first having received EPA and DOHS approval in writing.

37. Remedial Action Report

DWP agrees to prepare a remedial action report for the San Fernando Area I site at the completion of the remedial action project performed under this Cooperative Agreement. This report shall be submitted to the EPA Remedial Project Manager for review within sixty (60) days after the joint EPA/State inspection and acceptance of the remedy by the State. This report shall, at a minimum: summarize the work contained in the SOW for this Agreement and certify that this work was performed; detail actual costs and schedule; explain and justify modifications made to this work (if any); list criteria used in determining that the remedy is functional and operational, and detail how these have been met; and describe final site monitoring and maintenance provisions.

38. Compliance with Guidance

In implementing the remedial action project at the San Fernando Area I Superfund site pursuant to this Agreement, DWP agrees to comply with the remedy as approved in the Record of Decision for this site, and with guidance provided in the manual Superfund Remedial Design and Remedial Action Guidance, OERR, June 1986.

39. Cost Analysis

DWP agrees to conduct a cost analysis of all contractor change order requests estimated to exceed \$10,000 in accordance with 40 CFR 33.290. DWP agrees to conduct a technical and administrative review of all change order requests to ensure consistency with the Record of Decision. The review, at a minimum, will examine the technical basis for the change order requests, the allowability of proposed cost changes, compliance with contractual and regulatory requirements, and conformance with the approved SOW for this Agreement. DWP agrees to submit to EPA for review all change order technical administrative analyses as attachments to the quarterly report.

40. The Los Angeles Department of Water and Power's Letter of Credit will not be increased by EPA, in the amount of \$2,976,819, until (1) EPA is in receipt of a fully executed final Three-Party Agreement, and (2) the Record of Decision (ROD) is signed by the Regional Administrator.

AMENDMENT 2

RETURN TO EPA P-2-2

U.S. ENVIRONMENTAL PROTECTION AGENCY

ASSISTANCE AMENDMENT

(Optional)

(Please read instructions on reverse)

ASSISTANCE I.D. NO.

V-009414-02-2

AMENDMENT NO.

TWO

NOTE: The original Amendment with one copy must be executed and returned to the Grants Administration Division for Headquarters assistance awards and to the Grants Administration Branches for State and local assistance awards within 3 weeks after receipt or within any extension of time as may be granted in writing by EPA. Except as may be otherwise provided, no costs as a result of the Amendment may be incurred prior to the execution of the Assistance Amendment by the parties thereto.

Receipt of a written refusal, or failure to receive the properly executed document within the prescribed time will result in the termination of consideration of the Assistance Amendment by EPA.

GENERAL INFORMATION

APPROPRIATION AND ACCOUNTING DATA

APPROPRIATION NUMBER

N/A

ACCOUNT NUMBER

N/A

OBJECT CLASS CODE

N/A

DESCRIPTION OF AMENDMENT: PURSUANT TO EPA ASSISTANCE REGULATION 40 CFR 30.700, THE ABOVE-NUMBERED ASSISTANCE AGREEMENT IS AMENDED AS FOLLOWS:

Los Angeles Department of Water and Power
San Fernando Valley Groundwater Basin - Superfund Program

This amendment revises the project and budget periods of the Cooperative Agreement as follows:

FROM: 7/13/87 - 2/27/89

TO: 7/13/87 - 2/27/91

There is no change in the EPA approved assistance amount of \$6,976,819.

AWARD APPROVAL OFFICE

ORGANIZATION

Hazardous Waste Management Division

ADDRESS

EPA, Region 9 (T-4-1)
215 Fremont Street
San Francisco, CA 94105

ISSUING OFFICE

ORGANIZATION

Office of Policy and Management

ADDRESS

EPA, Region 9 (P-2-2)
215 Fremont Street
San Francisco, CA 94105

RECIPIENT ORGANIZATION

NAME

Department of Water and Power
City of Los Angeles

ADDRESS

P. O. Box 111
Los Angeles, CA 90051

Except as provided herein all terms and conditions of the basic assistance agreement, including prior amendments, remain unchanged and in full force and effect and subject to all applicable provisions of 40 CFR Chapter 1, Subpart B.

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

TYPED NAME AND TITLE Jeffrey Zelikson
Director, Hazardous Waste Mgmt. Div.

DATE 28 FEB 1989

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE Paul H. Lane
General Manager and Chief Engineer

DATE 3/24/89

AMENDMENT 3 w/ATTACHMENT A

**U.S. ENVIRONMENTAL PROTECTION AGENCY
EPA ASSISTANCE AGREEMENT/AMENDMENT
PART I - ASSISTANCE NOTIFICATION INFORMATION**

1. ASS. E ID NO.

V-009414-02-3

2. LOG NUMBER

IX-V- 14

3. DATE OF AWARD

28 SEP 1989

4. MAILING DATE

05 OCT 1989

5. AGREEMENT TYPE

Cooperative Agreement

Grant Agreement

Assistance Amendment

6. PAYMENT METHOD

☐ Advance

☒ Reimbursement

☐ Letter of Credit

Send Payment Request To EPA, Region 9

Grants Specialist, P-2-2

7. TYPE OF ACTION

Augmentation (Increase)

8. RECIPIENT

Department of Water and Power
City of Los Angeles
P.O. Box 111
Los Angeles, CA 90051

9. PAYEE

SAME AS ITEM 8.

EIN NO.

95-6000736

CONGRESSIONAL DISTRICT

25

11. PROJECT MANAGER AND TELEPHONE NO.

Walter W. Hoyer
(213) 481-6150

10. RECIPIENT TYPE

City

12. CONSULTANT (WWT Construction Grants Only)

N/A

13. ISSUING OFFICE (City/State)

EPA, Region 9
215 Fremont Street
San Francisco, CA 94105

14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO.

Alisa Greene
(415) 974-9096

15. EPA CONGRESSIONAL LIAISON & TEL. NO.

Pat Gaskins 382-5184

16. STATE APPL ID (Clearinghouse)

87062004

17. FIELD OF SCIENCE

N/A

18. PROJECT STEP (WWT CG Only)

N/A

19. STATUTORY AUTHORITY

P.L. 96-510 as amended by
P.L. 99-499

20. REGULATORY AUTHORITY

40 CFR Part 31

21. STEP 2 + 3 & STEP 3 (WWT Construction Only)

a. Treatment Level

N/A

b. Project Type

c. Treatment Process

d. Sludge Design

22. PROJECT TITLE AND DESCRIPTION

San Fernando Valley Groundwater Basin -- this amendment awards an additional \$4,950,000 for the Remedial Investigation (RI). The total revised EPA assistance amount is \$11,926,819, which includes \$8,950,000 for RI activities and \$2,976,819 for construction of the North Hollywood/Rurbank Treatment Facility.

23. PROJECT LOCATION (Areas Impacted by Project)

City/Place

Los Angeles/San Fernando Valley

County

Los Angeles

State

CA

Congressional District

26

24. ASSISTANCE PROGRAM (CFDA Program No. & Title)

66.802 Superfund

25. PROJECT PERIOD

07/13/87 - 02/27/91

26. BUDGET PERIOD

07/13/87 - 02/27/91

27. COMMUNITY POPULATION (WWT CG Only)

N/A

28. TOTAL BUDGET PERIOD COST

\$13,312,670

29. TOTAL PROJECT PERIOD COST

\$13,312,670

FUNDS

FORMER AWARD

THIS ACTION

AMENDED TOTAL

30. EPA Amount This Action

6,976,819

4,950,000

11,926,819

31. EPA In-Kind Amount

32. Unexpended Prior Year Balance

33. Other Federal Funds

34. Recipient Contribution

1,236,581

-0-

1,236,581

35. State Contribution

149,270

-0-

149,270

36. Local Contribution

37. Other Contribution

38. Allowable Project Cost

8,362,670

4,950,000

13,312,670

39. FISCAL

Program Element

FY

Appropriation

Doc. Control No.

Account Number

Object Class

Obligation/Deoblig. Amount

TFAY9A

89

68-20X8145

L91001

9TFA9AKL59

41.85

\$ 2,500,000

TFAY9A

89

68-20X8145

S91005

9TFA09K959

41.85

\$ 1,500,000

TFAY9A

89

68-20X8145

L91003

9TFA9AKL59

41.85

\$ 950,000

TABLE A - OBJECT CLASS CATEGORY
(Non-construction)TOTAL APPROVED ALLOWABLE
RI BUDGET PERIOD COST
Aeration Facility

1. PERSONNEL	\$ 591,638	\$ 498,763
2. FRINGE BENEFITS	412,628	312,602
3. TRAVEL	9,703	5,763
4. EQUIPMENT	-0-	28,622
5. SUPPLIES	14,707	283,544
6. CONTRACTUAL	7,313,942	623,575
7. CONSTRUCTION	-0-	1,492,700
8. OTHER	71,677	845,177
9. TOTAL DIRECT CHARGES	8,414,295	4,090,746
10. INDIRECT COSTS: RATE % BASE	535,705	271,924
11. TOTAL (Share: Recipient ---% Federal ---%)	8,950,000	4,362,670
12. TOTAL APPROVED ASSISTANCE AMOUNT	\$8,950,000	\$2,976,819

TABLE B - PROGRAM ELEMENT CLASSIFICATION
(Non-construction)

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12. TOTAL (Share: Recipient ---% Federal ---%)	
13. TOTAL APPROVED ASSISTANCE AMOUNT	\$

TABLE C - PROGRAM ELEMENT CLASSIFICATION
(Construction)

1. ADMINISTRATION EXPENSE	
2. PRELIMINARY EXPENSE	
3. LAND STRUCTURES, RIGHT-OF-WAY	
4. ARCHITECTURAL ENGINEERING BASIC FEES	
5. OTHER ARCHITECTURAL ENGINEERING FEES	
6. PROJECT INSPECTION FEES	
7. LAND DEVELOPMENT	
8. RELOCATION EXPENSES	
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES	
10. DEMOLITION AND REMOVAL	
11. CONSTRUCTION AND PROJECT IMPROVEMENT	
12. EQUIPMENT	
13. MISCELLANEOUS	
14. TOTAL (Lines 1 thru 13)	
15. ESTIMATED INCOME (If applicable)	
16. NET PROJECT AMOUNT (Line 14 minus 15)	
17. LESS: INELIGIBLE EXCLUSIONS	
18. ADD: CONTINGENCIES	
19. TOTAL (Share: Recipient ---% Federal ---%)	
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$

PART III-AWARD CONDITIONS

a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subchapter B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with all applicable provisions of 40 CFR Chapter I, Subchapter B, **INCLUDING BUT NOT LIMITED TO** the provisions of any special conditions set forth in this assistance agreement or any assistance amendment.

b. TERMS AND CONDITIONS

(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)

See Attachment A Special Conditions which are hereby made a part of this Cooperative Agreement.

b. SPECIAL CONDITIONS (Continued)

PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the Department of Water and Power, City of Los Angeles

for --- % of all approved costs incurred up to and not exceeding \$ 11,926,819

for the support of approved budget period effort described in application (including all application modifications) for Federal Assistance dated 06/11/87, 06/27/89, 09/11/89 included herein by reference.

DATE AND TITLE

ISSUING OFFICE (Grants Administration Office)

ORGANIZATION/ADDRESS
Office of Policy and Management
EPA, Region 9 (P-2-2)
215 Fremont Street
San Francisco, CA 94105

AWARD APPROVAL OFFICE

ORGANIZATION/ADDRESS
Hazardous Waste Management Division
EPA, Region 9
215 Fremont Street
San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

J. Zelickson

TYPED NAME AND TITLE Jeffrey Zelickson

Director, Hazardous Waste Management Div.

DATE

28 SEP 1989

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE Norman E. Nichols
General Manager & Chief Engineer

DATE

LOS ANGELES DEPARTMENT OF WATER AND POWER
SPECIAL CONDITIONS

1. EPA awards this Cooperative Agreement in accordance with the Federal Grant and Cooperative Agreement Act of 1977. This Agreement is subject to all applicable EPA assistance regulations. Accounting for assistance funds (including receipts, State matching contributions and actual expenditures) must be in accordance with generally accepted accounting principles. Supporting vouchers and records of expenditures must be maintained to show application of funds to activities for which EPA financial assistance is intended. Such records may be subject to inspection by the Office of the Inspector General or by other authorized agencies of the federal government.
2. The recipient shall comply with the provisions of OMB Circular A-128 governing the audit of Federal financial assistance to State and local governments and Indian tribes. Audit reports shall be prepared and submitted in accordance with paragraph 13 of the Circular. The audit report copy for EPA shall be sent to: Office of the Inspector General, Western Division, 211 Main Street, San Francisco, CA 94105.
3. To implement the cost recovery program under Section 107 of CERCLA, as amended, (42 U.S.C. 9607), this amendment is subject to general administrative requirements in 40 CFR Part 35, Subpart O, published and effective on January 27, 1989.
4. In accepting this Cooperative Agreement, the recipient agrees to the following conditions for the reimbursement method of financing:
 - a) Requests for reimbursements will be submitted to EPA quarterly. The recipient will show on the request (Standard Form 270) the Cooperative Agreement Number and the appropriate EPA account number. The eight digit of the account number (see item 39, page 1 of the Cooperative Agreement) is the code to the appropriate activity assignment:

J - Pre-Remedial Activities

L - Remedial Investigation/Feasibility Study

N - Remedial Design

R - Remedial Action

- b) When funds for a specific activity have been exhausted but the work under the activity has not been completed, LADWP may not be reimbursed from another activity or site account without written permission from the EPA Project Officer.
 - c) Funds remaining in an account after completion of an activity may be either returned to EPA or adjusted to another activity or site, at EPA's discretion.
 - d) LADWP must submit an interim SF-269A Financial Status Report (FSR) from date of award to September 30 of each calendar year, no later than December 31 of the same calendar year. At the end of the project period, LADWP must submit an FSR covering the entire period. These reports should be sent to the Grants Management Section, P-2-2.
5. The cost principles of OMB Circular A-87 are applicable to this award. When indirect costs are included within the assistance budget, the recipient must be in compliance with A-87 and EPA regulations regarding allowable project costs. The recipient will not charge or claim for reimbursement any indirect costs until a current, acceptable indirect cost rate has been negotiated with the cognizant Federal agency. The recipient must submit a copy of the Indirect Cost Negotiation Agreement to the EPA Regional Office within thirty days after the indirect cost rate has been accepted, in order to be eligible to claim indirect costs against this grant award.
6. In accordance with section 2(d) of the Prompt Payment Act (PL 97-177), Federal funds may not be used by the LADWP for the payment of interest penalties to contractors when bills are paid late, nor may interest penalties be used to satisfy cost-sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.
7. No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 USC section 1913 or by section 607(a) of Public Law 96-74.
8. The recipient agrees that it will not award any subagreements until the recipient has negotiated a fair share objective with EPA. The recipient agrees to complete and submit to the Region 9, Small and Disadvantaged Business Utilization Coordinator, P-1, A MBE/WBE Utilization Report (Standard Form 334) within one month after the end of each Federal fiscal quarter during which the recipient or its contractors award any subagreements to a minority or women's business. After the first submittal, reports must be

submitted on a quarterly basis for the duration of the project period, even if no new subagreement has been awarded.

9. Within 60 days of acceptance of this Assistance Amendment, the recipient shall submit a detailed itemization of the revised budget by object class category for both the Remedial Investigation (RI) and the Aeration Facility Construction (AFC) as set forth on page 2 of EPA form 5700-20A, which is based on your September 11, 1989 application.
10. CERCLA section 104(c)(4) requires that CERCLA-funded actions provide a cost-effective response, balancing the need for protection of public health, welfare, and the environment against the availability of amounts from the fund to respond at other sites. If the State requests additional fund-financed response at the site, EPA will evaluate the request against available monies to determine whether it is appropriate. This Cooperative Agreement does not commit EPA to future funding for response actions at the site.
11. All activities conducted under this Cooperative Agreement shall be consistent with the National Contingency Plan (NCP), 40 CFR Part 300 (November 1985). Remedial alternatives developed as part of any remedial investigation and feasibility study funded under this Agreement will be identified, evaluated, and ultimately categorized as source control or management of migration measures based upon the factors established in section 300.68(e) of the NCP.
12. The EPA Remedial Project Officer or his/her designee will conduct periodic reviews and visits to evaluate project activities to assure compliance with applicable EPA requirements and regulations. The LADWP Project Officer agrees to ensure that schedules and reporting requirements are met or that any changes are agreed to by EPA. All LADWP-proposed modifications to schedules or activities will be reported to the EPA Cooperative Agreement Project Officer for review and concurrence. The EPA Cooperative Agreement Project Officer agrees to notify the LADWP Project Officer of schedule changes resulting from EPA enforcement activities.
13. The LADWP agrees to satisfy all Federal, State, and local requirements, including permits and approvals, necessary for implementing activities addressed in this Cooperative Agreement. The LADWP will provide access to the site as well as all rights-of-ways and easements necessary to complete the response actions. The LADWP will provide access to EPA employees and contractors at all reasonable times. The LADWP may not approve any compensation to property owners without EPA approval.

14. The following agencies and/or entities will participate in the Remedial Investigation at San Fernando Valley Sites conducted pursuant to this Cooperative Agreement; the Environmental Protection Agency, LADWP, and the Department of Health Services. The LADWP agrees to oversee the participation of each in close coordination with the EPA Cooperative Agreement Project Officer. The LADWP further agrees to inform the EPA Cooperative Agreement Project Officer in the event that problems arise and/or the role of any one agency significantly increases or decreases from that described in LADWP's Cooperative Agreement application dated February 19, 1987 or September 11, 1989.
15. The LADWP, State, and EPA agree to encourage public participation in agency activities relating to the Superfund Remedial Investigation/Feasibility Study (RI/FS), Remedial Design/Remedial Action (RD/RA), and all Operable Units that may be planned and implemented to protect public health and the environment. LADWP and the State agree to fully assist EPA, the lead agency for conducting community relations, in accordance with the San Fernando Valley Basin Community Relations Plan (January 1986), "Community Relations in Superfund: A Handbook" (Interim Final June 1988) and the National Contingency Plan (November 1985), and any forthcoming revisions to these documents.

Specifically, tasks include, but are not limited to:

- a) Establishing and maintaining information repositories throughout the Basin and in the City of Los Angeles.
- b) Expanding and updating EPA's computer mailing system by adding and revising addresses from community elements such as residents, agencies, elected officials, community groups, and media.
- c) Transmitting copies of all Superfund-related correspondence between local and state agencies and the aforementioned community elements to an EPA project representative.
- d) Organizing community meetings: securing location and room setup, obtaining equipment, and arranging for various presentations and programs.
- e) Assisting with public meeting facilitation and recording.
- f) Providing text, graphics, and photographs to be used in summaries of technical documents, fact sheets, briefings, exhibits, and community presentations.

- g) Conducting public comment periods on superfund related materials and preparing Response Summaries to comments received on documents including the RI/FS work plans, RI/FS reports, and RD/RA reports.
16. LADWP will be responsible for the development and implementation of all safety plan(s) for field activities and remedial response activities performed at each site pursuant to this Cooperative Agreement. For National Priorities List (NPL) sites, these plans shall be submitted to the EPA Cooperative Agreement Project Officer for review prior to implementation. The plan shall be consistent with the requirements of the National Contingency Plan and applicable Federal and State safety standards and guidance. Each subagreement awarded under this Agreement must contain a condition that requires contractors and subcontractors to comply with the approved safety plans and all relevant Federal health and safety standards. No field work at a site shall occur until a safety plan for that site has been prepared and is finalized.
17. The LADWP will allow public access to its records in accordance with applicable city law. EPA will allow public access to its records in accordance with the procedures established under the Freedom of Information Act (PL 93-502), regulations promulgated pursuant thereto, and Agency guidance. Both parties agree to protect each other's claims for confidentiality, particularly with regard to documents related to pending or ongoing enforcement action, generated by either the State or EPA.
18. The LADWP agrees to submit progress reports to the EPA Cooperative Agreement Project Officer within thirty (30) days of the end of each Federal fiscal quarter. These reports shall include a summary of expenditures by object class for each activity, both to date and since the previous report; estimates (percentages) of work elements completed for each activity, including a description of the basis for the estimates; estimated variances (cost and time) expected at project completion; and any significant findings, problems encountered, schedule compliance (including justification for non-compliance) and any additional funding needs.
19. The LADWP agrees to submit all plans, reports, specifications, and/or recommendations to the EPA Cooperative Agreement Project Officer for review and concurrence, prior to issuance or implementation, to ensure technical adequacy and consistency with the scope of work of this Agreement. Final subagreement documents or plans and subagreement changes shall be submitted to the EPA Cooperative Agreement Project Officer prior to issuance for review to ensure compliance with the terms of this Agreement.

20. The LADWP agrees that no human subject testing or health effects analyses may be funded under this Agreement. Any CERCLA health-related activities must be coordinated with the United States Department of Health and Human Services, pursuant to sections 104(b) and 104(i) of CERCLA.
21. This agreement is intended to benefit only the LADWP and EPA. It extends no benefit or rights to any party not a signatory to this Agreement. In addition, EPA does not assume any liability to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. sections 1346(b), 2671-2680. To the extent permitted by law, the LADWP does not assume liability to any third parties with respect to losses due to bodily injury or property damage.
22. If, during the period of performance for this Agreement, potentially responsible parties agree to perform, or to pay for the performance of, any work elements included in the statement of work (SOW) for this Agreement, EPA and the LADWP agree to negotiate jointly any necessary modifications to this Agreement. If appropriate, this Agreement may be amended to adjust the LADWP's reimbursement requests and the project SOW accordingly.
23. EPA has determined that participation in a response action at a site by a contractor that is a potentially responsible party (PRP) or works for a PRP at the site could create an organizational conflict of interest (i.e., the contractor would be placed in a position where its interests would conflict with its ability to perform the work properly or would otherwise adversely affect State or Federal enforcement action). Therefore, the LADWP shall require each bidder or offeror on any subagreement funded under this Cooperative Agreement to provide, with its bid or proposal: (1) information on its status and the status of parent companies, subsidiaries, affiliates, subcontractors, and current clients as PRPs at the site; (2) certification that, to the best of its knowledge and belief, it has disclosed such information or no such information exists; and (3) a statement that it immediately shall disclose any such information discovered after submission of its bid or proposal or after award. The LADWP shall evaluate such information and shall exclude any bidder or offeror if the LADWP determines the bidder or offeror's conflict of interest is significant and cannot be avoided or otherwise resolved.
24. a. The contractor shall not provide data generated or otherwise obtained in the performance of its responsibilities under this contract to any party other than LADWP and Federal agencies and their authorized agents.

- b. The contractor shall not accept employment from any party other than LADWP or Federal agencies for work directly related to the site(s) covered under this contract for a period of three years from termination of the contract, or until any litigation related to the site(s) is completed, whichever is longer, unless it has received a written release from this restriction from the contracting agency, including an EPA concurrence.
- c. The contractor, upon request, shall provide witnesses and documentation of activities performed and costs incurred under this contract to LADWP, State and Federal agencies during the period of performance and for six years from termination of the contract, or until any litigation related to the site(s) is completed, whichever is longer. The contractor shall be entitled to reasonable compensation for any such activities performed.
25. Any emergency response activities conducted pursuant to the National Contingency Plan, 40 CFR section 300.65, shall not be restricted by the terms of this Agreement. EPA and the LADWP may jointly suspend or modify the remedial activities in the SOW of this Agreement during and subsequent to necessary emergency response actions.
26. Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of agency between EPA and the LADWP. Any standards, procedures, or protocols prescribed in this Agreement to be followed by the LADWP during the performance of its obligations under this Agreement are to assure the quality of the final product of the actions contemplated by this Agreement, and do not constitute a right to control the actions of the LADWP. EPA (including its employees and contractors) is not authorized to represent or act on behalf of the LADWP in any matter relating to this Agreement, and the LADWP (including its employees and contractors) is not authorized to represent or act on behalf of EPA in any matter related to this Agreement. Neither EPA nor the LADWP shall be liable for the contracts, acts, errors, or omissions of the agents, employees, or contractors of the other party entered into, committed, or performed with respect to or in the performance of, this Agreement.
27. LADWP agrees that, with respect to the claims that it may be entitled to assert against any third person (herein called the "responsible party," whether one or more) for reimbursement of any services, materials, monies, or other thing of value expended by LADWP for response activity at the site(s) described herein, the LADWP will not enter into a settlement with, or initiate a judicial or administrative proceeding against, a responsible party for the recovery of such sums

unless it first gives notice in writing to EPA not less than thirty (30) days in advance of the date of the proposed settlement or commencement of the proposed judicial or administrative proceedings. Neither party to this Agreement shall attempt to negotiate for nor collect reimbursement of any response costs on behalf of the other party, and authority to do so is hereby expressly negated and denied.

28. EPA and the LADWP agree that judicial action taken by either party against a potentially responsible party pursuant to CERCLA for recovery of any sums expended in response actions at the site described herein shall be filed in the United States District Court for the judicial district in which the site described in this Agreement is located, or in such other judicial district of the United States District Court as may be authorized by section 113 of CERCLA, and agreed to in writing by the parties of this Agreement.
29. The award of this Agreement does not constitute a waiver of EPA's right to bring an action against any person or persons for liability under sections 106 or 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or any other statutory provision or common law.
30. Any recovery achieved by the LADWP pursuant to settlement, judgment, or consent decree or any action against any of the responsible parties will be shared with EPA in proportion to EPA's contribution to the site response activities under CERCLA.
31. If, after the completion of the remedial investigation as described in the SOW for this Agreement, it is determined that conditions at the site described herein pose no significant threat to public health, welfare, or the environment, EPA and the LADWP agree to negotiate any necessary modifications to this Agreement. At that time, this Agreement shall be amended to revise the project SOW and, if necessary, the LADWP's reimbursement requests will be adjusted accordingly.
32. In conducting the RI funded by this Agreement, the LADWP agrees to comply with the manual Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA OERR, October 1988.
33. In August 1987, EPA awarded \$2,976,819 to the remedial action project to be conducted at the San Fernando Area I Superfund site pursuant to this Cooperative Agreement. \$135,700 is the amount for the construction contingency fund. LADWP agrees to conduct the necessary Superfund technical and administrative review to ensure consistency with the Statement of Work (SOW) for this Agreement and the

Record of Decision for the site. LADWP shall not authorize such changes until first having received EPA and DOHS approval in writing.

34. LADWP agrees to prepare a remedial action report for the San Fernando Area 1 site at the completion of the remedial action project performed under this Cooperative Agreement. This report shall be submitted to the EPA Remedial Project Manager for review within sixty (60) days after the joint EPA/STATE inspection and acceptance of the remedy by the State. This report shall, at a minimum: summarize the work contained in the SOW for this Agreement and certify that this work was performed; detail actual costs and schedule; explain and justify modifications made to this work (if any); list criteria used in determining that the remedy is functional and operational, and detail how these have been met; and describe final site monitoring and maintenance provisions.
35. LADWP agrees to include in its quarterly report any information on change orders and construction contingency fund expenditures. In August 1987, EPA awarded \$2,976,819 for the North Hollywood Operable Unit project. \$135,700 is the amount for the construction contingency fund. LADWP agrees to inform EPA, in its quarterly report, of the total expenditures from the contingency fund to date (dollars and percentage); total expenditures from the fund during the reporting period (dollars and percentage); unusual expenditures from the contingency fund during the reporting period, such as change orders exceeding 75 percent of the fund; and the balance remaining. LADWP also agrees to inform EPA, to the best of its ability, at least one reporting period before additional funds are required in the contingency fund.
36. For any Federal fiscal year quarter in which off-site treatment, storage, or disposal takes place, LADWP's quarterly report shall detail the following information: type and form of wastes; name, location and identification number of facility(ies) utilized; pretreatment of wastes before transportation and at the facility; final method of treatment or disposal; compliance status of the facility and summary of any State inspection reports prepared during the quarter; and, if wastes were landfilled, the disposal cell number or location and type of liner. When appropriate, LADWP must evaluate whether the Resource Conservation and Recovery Act land disposal restrictions (LDRS) established under the Hazardous and Solid Waste Amendments are "applicable" to a CERCLA response action. Compliance with the LDRS may be deemed necessary.

37. LADWP shall provide, unless otherwise approved by EPA, full time resident inspection of construction activities to ensure, to the maximum extent practicable, compliance with the subagreement documents.
38. In implementing the remedial action project at the San Fernando Area I Superfund site (North Hollywood Operable Unit) pursuant to this Agreement, LADWP agrees to comply with the remedy as approved in the Record of Decision for this site, and with guidance provided in the manual Superfund Remedial Design and Remedial Action Guidance, OERR, June 1986.
39. LADWP agrees to conduct a cost analysis of all contractor change order requests estimated to exceed \$10,000 in accordance with 40 CFR 33.290. LADWP agrees to conduct a technical and administrative review of all change order requests to ensure consistency with the Record of Decision. The review, at a minimum, will examine the technical basis for the change order requests, the allowability of proposed cost changes, compliance with contractual and regulatory requirements, and conformance with the approved SOW for this Agreement. LADWP agrees to submit to EPA for review all change order technical and administrative analyses as attachments to the quarterly report.
40. All special conditions requiring conformance with the (existing) NCP, dated November 20, 1985, will convert to conformance with the revised NCP which is expected to go final in Fall of 1989. (See 40 CFR Part 300, Proposed Rule, dated December 21, 1988 for the proposed, revised NCP.)

COMMITMENT NOTICE & GRANT PAYMENT RECORD

GRANTEE NAME: LA DWPGRANT NUMBER: V00 9414 02GRANTEE GEOGRAPHIC CODE: 002GRANTEE EMPLOYER ID NO. 85-6000736 A

DOCUMENT CONTROL NUMBER			002	001	003	004	85600736 AA 005
L70073			R70018	L91001	S91005	L91003	
OBJECT CLASS			4185	4185	4185	4185	4185
OBLIGATIONS/ UNPAID BALANCES	ACCOUNT NO.		7TFA09KLS9	7TFA09KRS9	9TFA09KLS9	9TFA09KRS9	9TFA09KALS9
	DATE		7-13-87	8-06-87	9-28-87	9-29-87	9-28-87
	AMT OBLIGTD		4,000,000	2,976,819	2,500,000	1,580,000	950,000
PAYMENTS	DATE		1-25-88				
	AMOUNT		56,161				
	SCHEDULE #		G8059				
	UNPAID BALANCE		3,963,335	2,957,323			
1	DATE		2-19-88				
	AMOUNT		298,860	50,487	248,373		
	SCHEDULE #		G8074				
	UNPAID BALANCE		3,912,848	2,708,950			
2	DATE		6-23-88				
	AMOUNT		509,172	162,517	346,655		
	SCHEDULE #		G8142				
	UNPAID BALANCE		3,750,331	2,362,295			
3	DATE		10-7-88				
	AMOUNT		703,310	247,512	455,798		
	SCHEDULE #		G9007				
	UNPAID BALANCE		3,502,819	1,906,497			
4	DATE		1-6-89				
	AMOUNT		538,355	222,785	315,570		
	SCHEDULE #		G9057				
	UNPAID BALANCE		3,280,034	1,590,927			
5	DATE		5-31-89				
	AMOUNT		667,167	268,018	399,149		
	SCHEDULE #		89000152686				
	UNPAID BALANCE		3,012,016	1,191,778			
6	DATE		9-7-89				
	AMOUNT		508,154	250,626	257,528		
	SCHEDULE #		89000154970				
	UNPAID BALANCE		2,761,390	934,250			
7	DATE		1-3-89				
	AMOUNT		752,118	566,785	185,333		
	SCHEDULE #		90006764149				
	UNPAID BALANCE		2,194,605	748,917			
8	DATE		1-3-89				
	AMOUNT		534,040	427,943	106,097		
	SCHEDULE #		90006764156				
	UNPAID BALANCE		1,766,662	642,820			
9	DATE						
	AMOUNT						
	SCHEDULE #						
	UNPAID BALANCE						